

JAMES P. KRAUZLIS, ESQ.  
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Mineola, New York 11501  
Our file: 08-T-001-JK

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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EXPEDITORS INTERNATIONAL,

ECF CASE

JUDGE SULLIVAN  
08 Civ. ( )  
**08 CV 0386**  
COMPLAINT

Plaintiff,

- against -

KOREAN AIRLINES,

Defendant.

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Plaintiff, EXPEDITORS INTERNATIONAL, by its attorneys, Badiak & Will, LLP, as and for its Complaint herein against the defendant, alleges upon information and belief as follows:

1. All and singular the following premises are true and constitutes claims involving the international transportation as defined in the Convention for the Unification of Certain Rules Relating to International Transportation by Air ("WARSAW Convention") and, as such, arises under a treaty of the United States and this Court has jurisdiction pursuant to 28 U.S.C. §1331 and/or involves a claim affecting Interstate Commerce within the meaning of 28 U.S.C. §1337 and/or arising under this Court's ancillary and/or pendent jurisdiction.

2. Plaintiff, EXPEDITORS INTERNATIONAL (hereinafter referred to as "Expeditors"), is and was at all times hereinafter mentioned a corporation organized and existing under and by virtue of the laws of one of the states of the United States and provided transportation logistic services for international air carriage for the subject shipment hereinafter described, and

maintained an office and place of business c/o Expeditors International of Washington, Inc., 245 Roger Avenue, Inwood, New York, 11096.

3. Plaintiff Expeditors was the shipper and consignee of the shipment mentioned hereinafter and brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

4. Defendant, KOREAN AIRLINES, (hereinafter "Korean Air") is and was a foreign corporation organized and existing under and by virtue of the laws a foreign state with an office and place of business at Cargo Building #9, J.F.K. International APO, Jamaica, New York 11430, and is and was at all times hereinafter mentioned engaged in business as an international air common carrier of goods for hire.

5. On or before January 13, 2006, at Paris, France, Expeditor, as shipper, delivered or caused to be delivered to defendant Korean Air, as an international air carrier, a shipment consisting of five (5) pieces of medical equipment for carriage from Paris, France, to Seoul (Incheon), Korea, to be thereupon delivered to Expeditors, as agent for the owner of the goods, GE Medical Systems, Korea, all pursuant to an airway bill issued by defendant Korean Air numbered 180-50555870, dated January 13, 2006.

6. The shipment, when delivered to and received by defendant Korean Air, was in good order and condition.

7. Thereafter, Defendant Korean Air failed to deliver the shipment to the plaintiff in the same good order and condition as when shipped, delivered to and received by defendant Korean Air, said shipment having been delivered with damages and impaired in value.

8. As a proximate result of defendant Korean Air's breach of its obligations as an international air common carrier with respect to the subject shipment as aforesaid, plaintiff has been damaged in the amount of \$143,850.88.

9. Plaintiff has performed all conditions required on it's part to be performed with respect to the subject shipment as agent for the owner of the goods.

10. Accordingly, plaintiff is entitled to bring this action and is entitled to maintain an action against the defendant Korean Air for the losses sustained to the subject shipment.

11. Plaintiff has been damaged in the amount of \$143,850.88, which amount, although duly demanded, has not been paid by defendant Korean Air.

WHEREFORE, plaintiff prays:

(a) That process in due form of lay may issue against defendant citing it to appear and answer all and singular the matters aforesaid;

(b) That if defendant cannot be found within this District, then all of their property within this District be attached in the sum of \$143,850.88, with interest thereon and costs, the sum sued for in this Complaint;

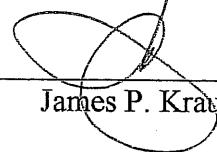
(c) That judgment be entered in favor of plaintiff, Expeditors International, and against defendant Korean Airlines, in the amount of \$143,850.88, with interest and the costs and disbursements of this action; and

(d) That this Court grant to plaintiff such other and further relief as may be just and proper.

Dated: Mineola, New York  
January 15, 2008

BADIAK & WILL, LLP  
Attorneys for Plaintiff  
EXPEDITORS INTERNATIONAL

BY:

 James P. Krauzlis (JK-4972)